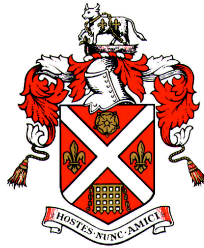


DATED

**ABERGAVENNY TOWN COUNCIL**



and

**ABERGAVENNY FOOD FESTIVAL**

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**COOPERATION AGREEMENT**

for the provision of funding for  
Abergavenny Food Festival Support

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## **AGREEMENT**

**DATED:**

**BETWEEN:**

- (1) **ABERGAVENNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “**Council**”).
- (2) **ABERGAVENNY FOOD FESTIVAL (AFF)** of c/o E H Accountancy 1 Horsington’s Yard, Abergavenny NP7 6PN

### **COOPERATION AIMS**

- (A) Abergavenny Town Council has statutory duties under the Well Being of Future Generations Act and has identified a number of organisations that can help the Town Council fulfil their duties. AFF is one such organisation.
- (B) AFF can help the Council address the identified priority areas which are protecting and enhancing the natural environment.
- (C) Abergavenny Town Council support AFF in its aims to provide ongoing and voluntary improvements AFF.
- (D) AFF seeks security of funding to enable the group to have a sustainable future and to create increased capacity; to develop the biodiversity with a focus on sustainable food growing and consumption.

### **1 COOPERATION SERVICES**

- 1.1 During the Term of this Agreement, the Council shall provide capital and revenue funding to support the work of AFF as set out in Annex 1.
- 1.2 AFF will take appropriate steps to ensure value for money when letting contracts and that appropriate management arrangements are put in place to ensure that the quality of work is to a specified standard.
- 1.3 The agreement is to incorporate:
  - 1.3.1 Capital and revenue funding to undertake the projects outlined in Annex 1.
  - 1.3.1 In the event that any of these projects cannot be undertaken the Council will consider favourably allowing AFF to use such funds for other, approved, projects in line with the cooperation aims outlined above.

### **2 DELIVERABLES**

- 2.1 AFF will deliver against the Wellbeing of Future Generations Act and the Town Council Strategy & Action Plan to implement changes to enhance biodiversity which works towards Section 6 of the Environment Act. Details of deliverables are set out in Annex 2.

### **3 TERM AND TERMINATION & INDEMNITIES**

- 3.1 Subject to earlier termination in accordance with its terms, this Agreement shall commence on the 1<sup>st</sup> April 2022 and shall continue until 31<sup>st</sup> March 2025.
- 3.2 This agreement may be terminated at any time by either party giving at least 12 months' clear written notice to the other party.
- 3.3 There will be a review point every 12 months during the term of this agreement.
- 3.4 AFF should notify the Council at the earliest opportunity should the Group be considering closing down the project or that the project is in financial difficulty. This would enable the Council to consider its options regarding future funding.
- 3.5 AFF has in place appropriate insurances which includes public liability insurance. The group has sole responsibility for dealing with any claims from accidents or other events resulting in loss or injury even if the activity was partially funded using Council funding.

#### **4 PAYMENT**

- 4.1 The Council will pay £10,000 for 2022/23 in 2023, £11,000 for 2023/24 payable in 2024, and £12,000 in 2024/25 payable in 2025 following the signing of the agreement.
- 4.2 The Council will pay the agreed sum in one instalment annually; the instalment will be paid upon receipt of an invoice from AFF. Future year payments would be subject to satisfactory annual review.

#### **5 VARIATION TO THE AGREEMENT**

- 5.1 Should either party wish to discuss a significant variation to the agreement, representatives shall meet to agree such variations. Significant variations will be added to this Agreement as supplementary appendices.

#### **6 PERFORMANCE MANAGEMENT**

- 6.1 As a minimum, the Council and AFF will meet annually. This will involve a presentation from the group. The performance measures are set out in Annex 3.
- 6.2 One week before the presentation an update report will be sent to the Town Clerk for circulation. The annual report structured under the agreed objectives should capture what has worked well and also what hasn't worked well. It is important for both parties to be open and transparent to aid greater understanding. This report will form the basis for any changes to the deliverables for the coming year.
- 6.3 During the year, copies of newsletters and reports should be circulated to the Town Clerk for circulation to all Councillors.

##### **Cooperation Meetings**

- 6.4 Both parties are able to request that a cooperation meeting is convened. This could be to discuss and explore potential issues or new proposals. Both parties are encouraged to view this as a meaningful partnership, with both parties wanting the same outcome.

#### **7 RESOLUTION OF DISPUTES**

- 7.1 If there is a dispute between the parties concerning any matter arising from or in connection with this Agreement, the parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.

7.2 Any dispute which has not been resolved between the Nominated Representatives (to be nominated by the Town Council at the May Council meeting) within fourteen (14) days of the matter being raised, may be escalated by either party to the Chair of AFF and Full Council Committee by notice in writing.

**8 PUBLICITY**

8.1 AFF will acknowledge the support of the Town Council whenever possible on their website, social media, printed materials etc.

Signed on behalf of Abergavenny Town Council ) Signature:

**By Name:** ) Date:

Signed on behalf of \_\_\_\_\_ ) Signature:

**By Name:** ) Date:

**ANNEX 1**  
**COOPERATION FUNDING**

**PROJECT PLANS**

- Decoration of the Festival – contribution towards the annual Market Hall roof decorations, plus other festival décor.
- Working with local schools on the Childrens Cookery Competition – education and promotion
- Developing tourism by sponsorship of a chosen local producer/stall holder in cooperation with the AFF for an appropriate start up business from within the locality of Abergavenny that meets the agreed parameters.
- As opportunities arise, giving consideration to discussions around creative development for future festivals.
- Supporting the Mayor's Charity by providing a roof decoration for auction.

## **ANNEX 2**

### **DELIVERABLES**

#### **THE WELL-BEING OF FUTURE GENERATIONS ACT (WALES) 2015.**

**How this is reflected in the existing provision and ongoing projects and how this benefits the people of Abergavenny and visitors now and in the future.**

##### **A PROSPEROUS WALES**

Supporting the local Welsh food economy

##### **A MORE RESILIENT WALES**

Promotion of local food producers, to support a domestic resilience of the food system.

##### **A HEALTHIER WALES**

Supporting sustainable healthy foods sourced from Wales.

##### **A MORE EQUAL WALES**

Building an inclusive festival environment demographically, economically and ethnically.

##### **A WALES OF COHESIVE COMMUNITIES**

A continued focus on working with every contributing community in Abergavenny and **district**.

##### **A WALES OF VIBRANT CULTURE AND THRIVING WELSH LANGUAGE**

AFF is recognised as one of the top food and culture festivals in the UK.

##### **A GLOBALLY RESPONSIBLE WALES**

The spread of cultural expression at the festival will continue to thrive.

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#### **SECTION 6 – ENVIRONMENT (WALES) ACT 2016**

##### **Biodiversity and resilience of ecosystems duty**

The Festival supports and promotes sustainable farming and food production along with the aim of a zero impact festival on biodiversity.

**ANNEX 3**  
**PERFORMANCE MEASURES**

The annual report will include the following measurements:

- To update ATC on the number of Welsh producers, with a minimum pf 60%.
- To provide key metrics for the festival including attendees Sat & Sun events.
- Feed back on the Childrens Cookery School.
- Report on sum totals generated for laptop sport clubs and community groups by the festival.